

1 BILL NO. S-83-03-29

3 SPECIAL ORDINANCE NO. S-64-83

4 AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,090,000
5 PRINCIPAL AMOUNT OF ECONOMIC DEVELOPMENT REVENUE BONDS
6 (PARKLAKE PROFESSIONAL CENTER PROJECTS), OF THE CITY OF
7 FORT WAYNE, INDIANA, THE PROCEEDS OF WHICH SHALL BE LOANED
8 TO VARIOUS BORROWERS TO FINANCE THE ACQUISITION,
9 CONSTRUCTION AND INSTALLATION OF COMMERCIAL FACILITIES
10 LOCATED WITHIN THE CITY OF FORT WAYNE, INDIANA; PROVIDING
11 FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS;
12 AUTHORIZING LOAN AGREEMENTS, ASSIGNMENTS, AND AN INDENTURE
13 APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH
14 REVENUES AND TO FURTHER SECURE SUCH BONDS; AND AUTHORIZING
15 OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

16 WHEREAS, the City of Fort Wayne, Indiana (the "Issuer"),
17 is a municipal corporation and political subdivision in and of the
18 State of Indiana, and by virtue of the laws of the State of
19 Indiana, including Indiana Code, Title 18, Article 6, Chapter 4.5,
20 as recodified and amended at I.C. 36-7-12, is authorized and
21 empowered among other things (a) to make loans to assist in the
22 financing of the acquisition, construction and installation of
23 economic development facilities within the boundaries of the
24 Issuer, (b) to issue and sell its revenue bonds to provide moneys
25 for such loans and (c) to enact this Bond Legislation and execute
26 and deliver the agreements and instruments hereinafter identified;
27 and

28 WHEREAS, this Common Council has determined and does
29 hereby confirm that the acquisition, construction and installation
30 of the Projects, as hereinafter defined, will promote the welfare
31 of the people of the Issuer, create or preserve jobs and
32 employment opportunities, and assist in the development of economic, commercial and industrial activities to the benefit of the people of the Issuer, and that the Issuer, by assisting with the financing of the Projects through the issuance of revenue bonds in the maximum aggregate principal mount of \$1,090,000, will be acting in a manner consistent with and in furtherance of the provisions of Indiana Code, Title 18, Article 6, Chapter 4.5, as

1 recodified and amended at I.C. 36-7-23;

2 NOW, THEREFORE, BE IT ORDAINED by the Common Council
3 of the City of Fort Wayne, Indiana, as follows:

4 Section 1. Definitions. In addition to the words and
5 terms defined in the recitals and elsewhere in this Bond
6 Legislation and in the Indenture, the words and terms defined
7 in this Section shall have the meanings herein specified unless
8 the context or use clearly indicates another or different
9 meaning or intent. Those words and terms not expressly defined
10 herein and used herein with initial capitalization where rules
11 of grammar do not otherwise require capitalization, or which
12 are otherwise defined terms under the Agreements, as
13 hereinafter defined, shall have the meanings assigned to them
14 in the Agreements.

15 "Act" means Indiana Code, Title 18, Article 6, Chapter
16 4.5, recodified and amended at I.C. 36-7-12 and amendments and
17 supplements thereto such as are hereafter adopted.

18 "Agreements" or "Loan Agreements" means the Loan
19 Agreements to be dated as of April 1, 1983 and to be entered
20 into between the Issuer and the respective Borrowers, and any
21 permitted amendments or supplements thereto, and "Agreement" or
22 "Loan Agreement" means any one of such Loan Agreements.

23 "Bank" means Anthony Wayne Bank, an Indiana banking
24 corporation, and its successors and assigns.

25 "Bonds" means the Bonds to be issued pursuant to
26 Section 3 hereof, including each series thereof.

27 "Bond Counsel" means an attorney-at-law (other than an
28 employee of any Borrower), or a firm of such attorneys, satis-
29 factory to the Trustee and nationally recognized as experienced
30 in matters relating to the tax exemption of interest on bonds
31 of states and political subdivisions.

32 "Bond Fund" means, with respect to each series of

1 Bonds, the Bond principal, premium and interest fund created by
2 Section 7 hereof.

3 "Bondholder" or "holder" or "holder of Bonds" means
4 any person who is the bearer of a coupon Bond which is not
5 registered as to principal or the principal of which is
6 registered to bearer, or the person in whose name a registered
7 Bond is registered, and "holder" when used with reference to a
8 coupon means the bearer of the coupon.

9 "Bond Legislation" means this Ordinance, as the same
10 may from time to time be lawfully amended, modified or supple-
11 mented.

12 "Bond Service Charges" for any time period with
13 respect to any series of Bonds means the principal, including
14 any amortization or mandatory sinking fund requirements,
15 interest, and redemption premium, if any, required to be paid
16 by the Issuer on such series of Bonds for such time period.
17 Any "late charge" and any payment required to be made on Bonds
18 with interest at the Interest Rate for Advances shall also
19 constitute a Bond Service Charge.

20 "Borrower" means:

21 As to the Series A Bonds, Joseph Paul Fiacable and
22 Dolores Ann Fiacable, jointly and severally.

23 As to the Series B Bonds, M & A Partnership, an Indiana
24 partnership.

25 As to the Series C Bonds, Philip J. Johnson and
26 Jeanine M. Johnson, jointly and severally.

27 As to the Series D Bonds, Arvind K. Patel.

28 As to the Series E Bonds, Thana Smithivas and Claudia
29 Cabaluna, jointly and severally.

30 As to the Series F Bonds, James A. Arata and Thomas E.
31 Simonsen, jointly and severally.

32 As to the Series G Bonds, Donald R. Keltsch and Maurice
C. Keltsch, jointly and severally.

1 Business Day or "business day" means any day
2 other than a Saturday, Sunday, holiday or other day on which
3 banks located in Indiana are authorized or required to remain
4 closed.

5 "Code" means the Internal Revenue Code of 1954, as
6 amended, and regulations promulgated thereunder.

7 "Construction Fund" means, with respect to each series
8 of Bonds, the fund created by Section 6 hereof.

9 "coupon" means any of the coupons issued hereunder evi-
10 dencing installments of interest on a coupon Bond.

11 "coupon Bond registered as to principal" means any
12 coupon Bond at the time registered as to principal in the name
13 of the Bondholder.

14 "Determination of Taxability" means, with respect to
15 any series of Bonds, (i) the filing by the respective Borrower
16 or any other person or entity with the Internal Revenue Service
17 of any statement, supplemental statement or other tax schedule,
18 return or document (whether pursuant to Treasury Regulations
19 Section 1.103-10(b)(2)(vi)(c) or otherwise) which discloses
20 that an Event of Taxability with respect to such series has
21 occurred, or (ii) the final assertion by the Internal Revenue
22 Service or any agent thereof to the effect that interest on
23 such series of Bonds is includable in the gross income for
24 Federal income tax purposes of any Bondholder (other than a
25 Bondholder who is a "substantial user" of the respective
26 Project or a "related person", as those terms are used in
27 Section 103 of the Code), or (iii) the final adoption of
28 legislation or regulations or a final determination, decision,
29 decree or ruling of any judicial or administrative authority
30 which has the effect of requiring interest on such series of
31 Bonds to be included in the gross income for Federal income tax
32 purposes of any Bondholder (other than a Bondholder who is a

1 "substantial user" of the respective Project of a "related
2 person" as those terms are used in Section 103 of the Code).
3 For purposes of clause (ii) in the preceding sentence, an
4 assertion by the Internal Revenue Service or any agent thereof
5 shall be considered final when the Bondholder, the Issuer and
6 the respective Borrower shall have received an opinion of
7 nationally recognized bond counsel to the effect that such
8 assertion is correct, and for purposes of clause (iii) in the
9 preceding sentence, a decision, decree or ruling by any judi-
10 cial or administrative authority shall be considered final upon
11 the expiration or waiver of all periods for judicial review or
12 appeal, as the case may be.

13 "Eligible Investments" means (i) any bonds or other
14 direct obligations of, or fully guaranteed as to payment on a
15 timely basis by, the United States of America; (ii) obligations
16 of the Federal National Mortgage Association or the Government
17 National Mortgage Association; (iii) obligations of the Federal
18 Intermediate Credit Banks; (iv) obligations of Federal Banks
19 for Cooperatives; (v) obligations of Federal Land Banks; (vi)
20 obligations of the Federal Financing Bank; (vii) bank
21 repurchase agreements issued by a Federal Reserve member bank,
22 including the Bank and the Trustee, fully secured by obliga-
23 tions of any of the kinds specified in clauses (i) through (vi)
24 above; (viii) time deposits, certificates of deposit, bank
25 reverse repurchase agreements or bankers acceptances of banks
26 or trust companies, including the Bank and the Trustee, orga-
27 nized under the laws of the United States of America or any
28 state thereof, which have combined capital and earned and
29 unearned surplus of at least \$25,000,000 in dollars of the
30 United States of America; (ix) commercial paper or finance com-
31 pany paper which is rated in the highest rating category by a
32 Rating Agency; (x) obligations, of any state of the United

1 States of America or of any political subdivision or other
2 instrumentality of any such state, which are rated in the
3 highest rating category by a Rating Agency; or (xi) interests
4 in any money market fund or trust the investments of which are
5 restricted exclusively to obligations of any of the kinds spe-
6 cified in clauses (i) through (x) above.

7 "Event of Taxability" means, with respect to any
8 series of Bonds, the occurrence of circumstances which a
9 Determination of Taxability shall have found to have occurred
10 or which shall constitute a Determination of Taxability, and
11 which results in the interest payable on such series of Bonds
12 becoming includable in the gross income for Federal income tax
13 purposes of any Bondholder (other than a Bondholder who is a
14 "substantial user" of the respective Project or a "related
15 person" as those terms are used in Section 103 of the Code),
16 such occurrence of circumstances relating to a specific point
17 in time.

18 "Executive" means the Mayor of the Issuer.

19 "Indenture" means the Trust Indenture dated as of
20 April 1, 1983, between the Issuer and the Trustee, including
21 this Bond Legislation as a part thereof, and any permitted
22 amendments or supplements thereto.

23 "Interest Payment Date" or "interest payment date"
24 means the 1st day of each April and October, commencing October
25 1, 1983.

26 "Interest Rate for Advances" means 21% per annum.

27 "Interest Authority" means the Common Council of the
28 Issuer.

29 "Letter of Credit" means, with respect to any series
30 of Bonds, the irrevocable Letter of Credit to be dated no later
31 than the date of issuance and delivery of such series of Bonds,
32 from the Bank in favor of the Trustee, issued at the request of

1 and for the account of the respective Borrower and securing the
2 payment of principal of and seven months of interest on such
3 series of Bonds, as the same may from time to time be trans-
4 ferred, assigned, or re-issued in accordance with its terms.

5 "Mandatory sinking fund requirements" means, with
6 respect to any series of Bonds, amounts required by the Bond
7 Legislation to be deposited in the Bond Fund for the purpose of
8 retiring, on a specified date, principal maturities of Bonds of
9 such series which by their terms are due and payable, if not
10 called for prior redemption, at a subsequent date.

11 "Mortgages" means the Mortgage and Security Agreements
12 to be dated as of April 1, 1983 and to be granted on the
13 respective Projects by the respective Borrowers to the Trustee,
14 as security for the payment of the respective Notes and Bonds,
15 and any permitted amendments or supplements thereof, and

16 "Mortgage" means any one of such Mortgages.

17 "Notes" means the Promissory Notes to be executed and
18 delivered by the respective Borrowers pursuant to the respective
19 Agreements, and any permitted amendments or supplements thereto,
20 and "Note" means any one of such Notes.

21 "Note Payments" means, with respect to any Note, any and
22 all payments of principal of and interest and prepayment premiums,
23 if any, on such Note.

24 "Notice Address" means:

25 With respect to the Issuer, One Main Street, Fort Wayne,
26 Indiana 46802; Attention: Mayor.

27 With respect to the Trustee, Anthony Wayne Bank, 203 E.
28 Berry Street, Fort Wayne, Indiana 46802; Attention: Corporate
29 Trust Department.

30 With respect to the Bank, Anthony Wayne Bank, 203 E.
31 Berry Street, Fort Wayne, Indiana 46802; Attention: Mortgage Loan
32 Department.

1 With respect to the respective Borrowers, as follows:

2 If to Joseph Paul Fiacable and Dolores Ann Fiacable, at
3 2426 Lake Avenue, Fort Wayne, Indiana 46805.

4 If to M & A Partnership, 2456 Lake Avenue, Fort Wayne,
5 Indiana 46805.

6 If to Philip J. Johnson and Jeanine M. Johnson, 2418
7 Lake Avenue, Fort Wayne, Indiana 46805.

8 If to Arvind K. Patel, 2422 Lake Avenue, Fort Wayne,
9 Indiana 46805.

10 If to Thana Smithivas and Claudia Cabaluna, 2460 Lake
11 Avenue, Fort Wayne, Indiana 46805.

12 If to James A. Arata and Thomas E. Simonsen, 2466 Lake
13 Avenue, Fort Wayne, Indiana 46805.

14 If to Donald R. Keltsch and Maurice C. Keltsch, 2464 Lake
15 Avenue, Fort Wayne, Indiana 46805.

16 "Original Purchaser" means The Cincinnati Insurance
17 Company, an Ohio corporation.

18 "outstanding Bonds" or "Bonds outstanding" or
19 "outstanding" as applied to any series of Bonds, means, as of any
20 date, all Bonds of such series which have been authenticated and
21 delivered, or are then being delivered, by the Trustee under the
22 Indenture except:

23 (a) Bonds surrendered and replaced upon exchange or
24 transfer, or cancelled because of payment or
25 redemption, at or prior to such date;

26 (b) Bonds or portions of Bonds which are deemed to
27 have been paid and discharged pursuant to the
28 provisions of Section 8.02 of the Indenture;
29 provided that if such Bonds are to be redeemed
30 prior to the maturity thereof, other than by
31 scheduled amortization, notice of such redemption
32 shall have been given or arrangements satisfactory

1 to the Trustee shall have been made therefor,
2 or waiver of such notice satisfactory in form
3 to the Trustee shall have been filed with the
4 Trustee; and

5 (c) Bonds in lieu of which others have been
6 authenticated (or payment, when due, of
7 which is made without replacement) under
8 Section 2.05 of the Indenture;

9 and also except that

10 (d) For the purpose of determining whether the
11 holders of the requisite principal amount of
12 Bonds have made or concurred in any notice,
13 request, demand, direction, consent, approval,
14 order, waiver, acceptance, appointment or other
15 instrument or communication under or pursuant
16 to this Indenture, Bonds owned by or for the
17 account of the respective Borrower or any
18 person owned, controlled by, under common
19 control with or controlling the respective
20 Borrower shall be disregarded and deemed to be
21 not outstanding. The term "control" (including
22 the terms "controlling", "controlled by" and
23 "under common control with") means the possession,
24 directly or indirectly, of the power to direct
25 or cause the direction of the management and
26 policies of a person, whether through the
27 ownership of voting securities, by contract, or
28 otherwise. Beneficial ownership of 5% or more
29 of general voting power or of a class of
30 securities having general voting power shall
31 be conclusive evidence of control.

32 "Paying Agent" or "paying agent" means the Trustee.

1 The term "Payment in Full of the Bonds" means, with
2 respect to any series of Bonds, the first date when there are
3 no longer any Bonds of such series deemed to be outstanding
4 pursuant to Section 8.02 of the Indenture.

5 "person" means natural persons, firms, associations,
6 corporations and public bodies.

7 "Pledged Receipts" means, with respect to each series
8 of Bonds, (a) the respective Note Payments, (b) subject to the
9 provisions of Sections 3.04, 4.02 and 8.02 of the Indenture
10 with respect to the Trustee holding moneys for the benefit of
11 the holders of particular Bonds, all other moneys received by
12 the Issuer, or the Trustee for the account of the Issuer, in
13 respect of the respective Agreement or the respective Project,
14 except certain expense, reimbursement and indemnity payments
15 which are, pursuant to the provisions of the respective
16 Agreement, to be made by the respective Borrower directly to
17 the Issuer, (c) any moneys on deposit in the respective
18 Construction Fund or the respective Bond Fund, and (d) the
19 income and profit from the investment of any moneys while held
20 in the respective Construction Fund or the respective Bond
21 Fund.

22 "Projects" means the real, personal, or real and per-
23 sonal property, including undivided interests or other
24 interests therein, identified in Exhibit A to the respective
25 Agreements, or acquired, constructed or installed as a replace-
26 ment or substitution therefor or an addition thereto, and

27 "Project" means any one of such Projects.

28 "Project Site" means, with respect to any Project, the
29 real estate and interests in real estate constituting the site
30 of and part of such Project, as described in Exhibit B to the
31 respective Agreement.

32 "registered Bonds" means Bonds registered in the name

1 of the holder, including coupon Bonds registered as to prin-
2 cipal (except to bearer) and fully registered Bonds; and "fully
3 registered Bonds" means Bonds without coupons registered as to
4 both principal and interest.

5 "Reimbursement Agreements" means the Reimbursement
6 Agreements to be dated as of April 1, 1983, and to be entered
7 into between the respective Borrowers and the Bank relating to
8 repayment by the respective Borrowers of moneys drawn under the
9 respective Letters of Credit.

10 "Second Mortgages" means the Mortgage and Security
11 Agreements to be dated as of April 1, 1983 and to be granted on
12 the respective Projects by the respective Borrowers to the Bank,
13 as security for the obligations of the respective Borrowers under
14 the respective Reimbursement Agreements, and any permitted amend-
15 ments or supplements thereto, and "Mortgage" means any one of such
16 Second Mortgages.

17 "State" means the State of Indiana.

18 "Taxable Rate of Interest" means 21% per annum.

19 "Trustee" means the Trustee at the time acting as such
20 under the Indenture, originally Anthony Wayne Bank, as Trustee,
21 and any successor Trustee as determined or designated under or
22 pursuant to the Indenture.

23 Any reference herein to the Issuer, the Issuing
24 Authority, or to any officer or official thereof, shall include
25 those succeeding to their respective functions, duties or respon-
26 sibilities pursuant to or by operation of law or who are lawfully
27 performing such functions. Any reference herein to any other per-
28 son or entity shall include his or its respective successors and
29 assigns. Any reference to a section or provision of the Code, the
30 Act or to a section, provision or chapter of the Indiana Code shall
31 include such section or provision or chapter as from time to time
32 amended, modified, revised, supplemented, or superseded; provided,

1 however, that no such change shall alter the obligation to pay the
2 Bond Service Charges in the amounts and manner, at the times, and
3 from the sources provided in this Bond Legislation and the
4 Indenture, except as otherwise herein permitted, or shall be
5 deemed applicable by reason of this provision if such change would
6 in any way constitute an impairment of the rights of the Issuer,
7 the Trustee, the Bondholders, any Borrower or the Bank under the
8 Agreements, this Bond Legislation, the Notes, the Mortgages, the
9 Indenture or any other document executed in connection with the
10 transactions contemplated hereby.

11 Unless the context shall otherwise indicate, words
12 importing the singular number shall include the plural number, and
13 vice versa, and the terms "herein", "hereof", "hereby", "hereto",
14 "hereunder", and similar terms, mean this Bond Legislation and the
15 Indenture and not solely the portion thereof in which any such
16 word is used.

17 Section 2. Determinations of Issuing Authority.

18 Pursuant to the Act, the Issuing Authority hereby finds and deter-
19 mines that the Projects constitute "economic development
20 facilities", as defined in the Act, and that all actions required
21 under the Act to be taken by the Issuer prior to the issuance of
22 the Bonds have been duly authorized and completed.

23 Section 3. Authorization of Bonds. It is hereby deter-

24 mined to be necessary to, and the Issuer shall, issue, sell and
25 deliver, as provided herein and pursuant to the authority of the
26 Act, Bonds in the maximum aggregate principal amount of \$1,090,000
27 for the purpose of financing costs of acquiring, constructing and
28 installing the Projects, including costs incidental thereto and of
29 the financing thereof, all in accordance with the provisions of
30 the Agreements. The Bonds shall be designated "Economic
31 Development Revenue Bonds (Parklake Professional Center
32 Projects)", with each series thereof also being designated by

reference to the letter of that particular series. The Bonds shall be issued in up to seven separate series, designated Series A through Series G. Each series shall for all purposes constitute a separate and distinct issue of Bonds, all series being issued pursuant to this Bond Legislation and the single Indenture for convenience purposes only. The Bond Service Charges on any series of Bonds shall be payable solely from the Pledged Receipts for that series, and the Mortgage securing any series of Bonds shall secure only that series. The Issuance of any series of Bonds is not conditioned on the issuance of any other series of Bonds, it being expressly understood that the failure to issue any one or more series of Bonds shall not affect the issuance of any other series of Bonds.

The principal amounts of the several series of Bonds shall be as follows: Series A, \$290,000; B, \$205,000; C, \$205,000; D, \$110,000; E, \$105,000; F, \$90,000; G, \$85,000.

Section 4. Terms of the Bonds. The Bonds of each series shall initially be issued in coupon or fully registered form as may be requested by the Original Purchaser thereof and shall be exchangeable for fully registered or coupon Bonds of such series in the manner and on the terms provided in the Indenture. Bonds in coupon form shall be in the denomination of \$5,000 each, shall be registrable as to principal, shall be numbered consecutively from 1 upwards within each series, and shall be dated as of the date of their initial delivery to the Original Purchaser. Bonds in fully registered form shall be in the denomination of \$5,000 and any integral multiple thereof, shall be numbered consecutively from R-1 upwards within each series, and shall be dated as of the date of the Bonds of such series in coupon form if authenticated prior to the first interest payment date, and otherwise shall be dated as of the interest payment date next preceding the date of their authentication, except that if authenticated on an interest payment date, they shall be dated as of such date of authentication; provided that if at the time of authentication interest thereon is in default, they shall be

1 dated as of the date to which interest has been paid.

2 The Bonds shall bear interest from their respective
3 dates at a fixed rate of eleven and one-half percent (11-1/2%)
4 per annum. Interest on the Bonds shall be payable semiannually
5 on each interest payment date, calculated on a 360 day per year
6 basis.

7 The Bonds shall mature on April 1, 2003.

8 The Bonds of each series are subject to mandatory
9 sinking fund redemption on April 1, 1984, and on each April 1
10 thereafter, in the respective principal amounts set forth in the
11 Mandatory Sinking Fund Redemption Schedule attached hereto as a
12 part hereof as Exhibit A, at par, plus accrued interest to the
13 redemption date.

14 The Trustee, on behalf of the Issuer and without further
15 action by the Issuer or any Borrower, shall cause to be redeemed,
16 from the Pledged Receipts therefor and in the manner provided
17 herein, on each applicable April 1, the aggregate principal
18 amount of Bonds of each series subject to mandatory sinking fund
19 redemption on such date, as set forth in Exhibit A.

20 The Bonds of each series are subject to optional redemp-
21 tion prior to maturity, in whole or in part, on April 1, 1993, or
22 on any Interest Payment Date thereafter, in the event of pre-
23 payment of the corresponding Note in full or in part by the
24 respective Borrower as provided by the first paragraph of Section
25 6.1 of the respective Loan Agreement. The redemption date in any
26 such event shall be the date set by such Borrower for prepayment
27 of such Note in accordance with the provisions of such paragraph.
28 The redemption price in any such event shall be equal to the
29 following percentages of the principal amount redeemed, plus in
30 each case accrued interest to the date fixed for redemption:

<u>Redemption Date</u>	<u>Optional Redemption Price</u>
April 1, 1993 or October 1, 1993	105-3/4%
April 1, 1994 or October 1, 1994	105-1/4%
April 1, 1995 or October 1, 1995	104-3/4%
April 1, 1996 or October 1, 1996	104-1/4%
April 1, 1997 or October 1, 1997	103-3/4%
April 1, 1998 or October 1, 1998	103-1/4%
April 1, 1999 or October 1, 1999	102-3/4%
April 1, 2000 or October 1, 2000	102-1/4%
April 1, 2001 or October 1, 2001	101-3/4%
April 1, 2002 or October 1, 2002	101-1/4%

The Bonds of each series are also subject to optional redemption in whole in the event of the exercise by the respective Borrower of its option to prepay the corresponding Note in full as provided by the fourth paragraph of Section 6.1 of the respective Loan Agreement, at a redemption price of 100% of the principal balance of such series of Bonds outstanding on the date of redemption, plus accrued interest to the redemption date.

The Bonds of each series shall also be callable for redemption in whole or in part, upon occurrence of any of the circumstances which operate to require prepayment of the corresponding Note in full or in part by the respective Borrower in accordance with the provisions of the first and third paragraphs of Section 6.2 of the respective Loan Agreement. The redemption date in any of such events shall be the date set by such Borrower, (or in default thereof, by the Trustee) for the prepayment of such Note in whole or in part in accordance with the provisions of such Loan Agreement. The redemption price in any of such events shall be 100% of the principal amount of the Bonds to be redeemed on the date of redemption, plus accrued interest to the redemption date; provided that upon any call for redemption of Bonds due to a Determination of Taxability, the redemption price shall be increased by an amount equal to the difference between (a)(i) the aggregate amount of interest which would have been payable on the Bonds of such series if the interest rate on such Bonds, commencing on the date of the Event

1 of Taxability, had been the Taxable Rate of Interest, plus (ii)
2 any penalties and interest payable by the Bondholders to any
3 taxing authority as a result of the loss of the tax-exempt status
4 of interest on such Bonds, plus (iii) all attorneys fees and
5 other costs incurred by the Bondholders in contesting or
6 resisting the loss of the tax-exempt status of interest on such
7 Bonds, and (b) the aggregate amount of interest actually paid on
8 the Bonds of such series to the redemption date.

9 Notice from the respective Borrower to the Trustee that
10 its Note is to be prepaid in whole or in part pursuant to the
11 respective Agreement shall constitute the direction of the Issuer
12 to the Trustee to call a portion or all, as the case may be, of
13 the corresponding series of Bonds, and no separate notice from
14 the Issuer to the Trustee shall be required.

15 When less than the entire unmatured portion of any
16 series of Bonds shall be called for redemption at any time or
17 from time to time, the Bonds or portions of fully registered
18 Bonds to be redeemed shall be selected by lot by the Trustee in
19 such manner as the Trustee may determine.

20 Notice of the call for any redemption of any series of
21 Bonds, identifying by designation, letters, numbers, or other
22 distinguishing marks, the Bonds (in amounts of \$5,000 or any
23 multiple thereof) or portions of fully registered Bonds to be
24 redeemed, the redemption price to be paid, the date fixed for
25 redemption and the place or places where the amounts due upon
26 such redemption are payable, shall be given by the Trustee on
27 behalf of the Issuer by at least two publications in a newspaper
28 or financial journal of general circulation in the City and State
29 of New York, the first such publication to be not less than
30 thirty days prior to the redemption date, and, in the case of the
31 redemption of Bonds at the time in the form of registered Bonds,
32 by mailing a copy of the redemption notice by first class mail at

1 least thirty days prior to the date fixed for redemption to the
2 registered owner of each such registered Bond to be redeemed at
3 the address shown on the registration books kept by the Trustee;
4 provided, however, that failure to give such notice by mailing,
5 or any defect in such notice, shall not affect the validity of
6 any proceedings for the redemption of any other Bonds. If,
7 because of the temporary or permanent suspension of the publica-
8 tion or general circulation of the appropriate newspapers or
9 financial journals or for any other reason, it is impossible or
10 impractical to publish such notice of call for redemption in the
11 manner herein provided, then such publication in lieu thereof as
12 shall be made with the aproval of the Trustee shall constitute a
13 sufficient publication of notice. If all of the Bonds to be
14 redeemed are at the time in the form of fully registered Bonds,
15 notice of the call for redemption may be given by mailing a copy
16 of the redemption notice by registered or certified mail at least
17 thirty days prior to the date fixed for redemption to the holder
18 or holders thereof at the address shown on the registration books
19 kept by the Trustee and newspaper or financial journal publica-
20 tion of the notice of the call for redemption need not be given;
21 provided, however, that failure to give such notice to any
22 Bondholder by mailing, or any defects in such notice to any
23 Bondholder, shall not affect the validity of the proceedings for
24 the redemption of any other Bonds. The holder or holders of
25 Bonds may waive any notice of redemption in writing, and in such
26 event, no notice of any kind need be given with respect to the
27 Bonds of such holder or holders to be so redeemed.

28 Bond Service Charges on Bonds in coupon form, other than
29 principal of or any redemption premium on such Bonds registered
30 as to principal (except to bearer), shall be payable, without
31 deduction for services as paying agent, at the corporate trust
32 office of the Trustee.

1 Interest on fully registered Bonds shall be payable by
2 check or draft drawn upon the Trustee and mailed or delivered to
3 the Bondholder at its address as shown on the Bond registration
4 books to be kept by the Trustee. Principal of and any redemption
5 premium on any registered Bond shall be payable at the corporate
6 trust office of the Trustee upon presentation and surrender of
7 such Bond at such office.

8 All payments of Bond Service Charges shall be made in
9 lawful money of the United States of America, without deduction
10 for services as paying agent. If any Bond Service Charges are
11 not paid when due, the Issuer shall also pay to the Trustee, for
12 distribution to the Bondholders, a "late charge" equal to 4% of
13 such Bond Service Charges to cover the extra expenses involved in
14 handling delinquent payments. In addition, upon acceleration of
15 the Bonds of any series, the amounts payable upon such accelera-
16 tion, together with interest thereon at the Interest Rate for
17 Advances from the date of acceleration, shall continue as an
18 obligation of the Issuer until paid. Moneys received by the
19 Trustee as "late charges" and interest at the Interest Rate for
20 Advances shall be paid by the Trustee to the persons holding or
21 formerly holding Bonds or coupons which were not paid principal,
22 premium and/or interest at the time required herein. The fact
23 and period of holding any Bond or coupon shall be determined as
24 provided in Section 9.01 of the Indenture.

25 All Bonds shall be negotiable instruments within the
26 meaning of Indiana Code, subject to applicable provisions for
27 registration, and shall express on their faces the purpose for
28 which they are issued and such other statements or legends as may
29 be required by law.

30 If Bonds or portions of fully registered Bonds of any
31 series are duly called for redemption and if on such redemption
32 date moneys for the redemption of all the Bonds of such series to

1 be redeemed, together with accrued interest to the redemption
2 date, shall be held by the Trustee so as to be available there-
3 for, then from and after such redemption date such Bonds or por-
4 tions of fully registered Bonds shall cease to bear interest and
5 any coupons for interest thereon maturing subsequent to the
6 redemption date shall be void.

7 The Bonds shall be executed by the Executive and by the
8 Clerk of the Issuing Authority, provided that either or both of
9 such signatures may be facsimiles, and shall bear the seal of the
10 Issuer or a facsimile thereof. Coupons shall bear the manual or
11 facsimile signature of the Executive or the Clerk of the Issuing
12 Authority. In case any officer whose signature or a facsimile of
13 whose signature shall appear on any Bonds or coupons shall cease
14 to be such officer before the issuance, authentication or deli-
15 very of such Bonds or coupons, such signature or such facsimile
16 shall nevertheless be valid and sufficient for all purposes, the
17 same as if he had remained in office until that time.

18 Section 5. Security for the Bonds. Except as to the
19 Letter of Credit and the proceeds therefrom, as provided herein
20 the Bonds of each series shall be equally and ratably payable by
21 the Issuer solely from the Bond Fund and the Pledged Receipts for
22 such series and secured by a pledge of and lien on such Pledged
23 Receipts and Bond Fund, and shall be further secured by the
24 Indenture and the Mortgage securing such series. Anything in the
25 Bond Legislation, the Bonds or the Indenture to the contrary not-
26 withstanding, neither the Bond Legislation, the Bonds nor the
27 Indenture shall represent or constitute a general debt or pledge
28 of the faith and credit or the taxing power of the Issuer. The
29 Bonds are not in any respect a general obligation of the Issuer,
30 nor are they payable in any manner from revenues raised by taxa-
31 tion, and the Bonds shall contain on the face thereof a statement
32 to that effect. Nothing herein shall be deemed to prohibit the

1 Issuer, of its own volition, from using, to the extent it may be
2 lawfully authorized to do so, any other resources or revenues for
3 the fulfillment of any of the terms, conditions or obligations of
4 the Indenture, the Bond Legislation or any of the Bonds.

5 Section 6. Sale of Bonds and Allocation of Purchase
6 Prices; Construction Funds. The Bonds are hereby sold and
7 awarded to the Original Purchaser. The purchase price for each
8 series of Bonds shall be the original principal amount thereof.
9 The Executive and Clerk of the Issuing Authority are each hereby
10 authorized and directed to make the necessary arrangements on
11 behalf of the Issuer with the Original Purchaser to establish the
12 dates, locations, procedures and conditions for the delivery of
13 the Bonds to the Original Purchaser. The Executive and Clerk of
14 the Issuing Authority further are each hereby authorized and
15 directed to take all steps necessary to effect due authentication
16 and delivery of the Bonds under the terms of this Bond
17 Legislation and the Indenture. It is hereby determined that the
18 purchase prices and the terms of the Bonds and the manner of
19 sales, as provided in this Bond Legislation, are in the best
20 interest of the Issuer and consistent with all legal
21 requirements.

22 There is hereby created by the Issuer and ordered main-
23 tained, as a separate deposit account (except when invested as
24 hereinafter provided) in the custody of the Trustee, a trust fund
25 for each series of Bonds to be designated "City of Fort, Indiana
26 - Parklake Professional Center Projects Construction Fund" (the
27 "Construction Fund"). There shall be added to the designation of
28 each Construction Fund a reference to the series of Bonds for
29 which such Construction Fund was created. The purchase price for
30 each series of Bonds shall be deposited in the Construction Fund
31 therefor. Moneys in each Construction Fund shall be disbursed by
32 the Trustee in accordance with the provisions of Section 3.3 of

1 the corresponding Agreement, and the Trustee is hereby authorized
2 and directed to make each disbursement required by the provisions
3 of such Agreement.

4 The moneys to the credit of each Construction Fund
5 shall, pending application thereof as above set forth, be subject
6 to a lien and charge in favor of the holders of the Bonds of the
7 corresponding series, but only to the extent of their interest
8 therein. Upon the occurrence and during the continuance of an
9 Event of Default under the corresponding Agreement, moneys in
10 such Construction Fund may be transferred by the Trustee to the
11 Bond Fund for such series on or before the dates on which
12 payments are required to be made therefrom.

13 Section 7. Source of Payment - Bond Funds. As provided
14 in each Agreement, Note Payments, sufficient in time and amount
15 to pay the Bond Service Charges on the corresponding series of
16 Bonds as they become due, are to be paid by the respective
17 Borrower directly to the Trustee for the account of the Issuer
18 and deposited in the corresponding Bond Fund.

19 There is hereby created by the Issuer and ordered main-
20 tained, as a separate deposit account (except when invested as
21 hereinafter provided) in the custody of the Trustee, a trust fund
22 for each series of Bonds to be designated "City of Fort Wayne,
23 Indiana - Parklake Professional Center Projects Bond Fund" (the
24 "Bond Fund"). There shall be added to the designation of each
25 Bond Fund a reference to the series of Bonds for which such Bond
26 Fund was created. Each Bond Fund is hereby pledged to and,
27 except as otherwise provided herein or in the Mortgage or
28 Indenture, shall be used solely for payment of Bond Service
29 Charges on the series of Bonds for which such Bond Fund was
30 created.

31 Except as otherwise provided in the Bond Legislation,
32 Mortgage or Indenture, there shall be deposited into the Bond

1 Fund, as and when received, all Pledged Receipts for the series
2 of Bonds for which such Bond Fund was created.

3 The Issuer covenants and agrees that, until Payment in
4 Full of the Bonds, it will deposit or cause to be deposited in
5 the Bond Funds Pledged Receipts sufficient in time and amount to
6 pay the Bond Service Charges as the same become due and payable,
7 and to this end the Issuer covenants and agrees that it will
8 diligently and promptly proceed in good faith and use its best
9 efforts to enforce the Agreements and that, should there be an
10 event of default under any Agreement, the Issuer shall fully
11 cooperate with the Trustee and with the Bondholders to fully pro-
12 tect the rights and security of the Bondholders hereunder.
13 Nothing herein shall be construed as requiring the Issuer to use
14 or apply to the payment of Bond Service Charges for any series of
15 Bonds any funds other than the Bond Fund and Construction Fund
16 for such series or revenues from any source other than Pledged
17 Receipts for such series. Furthermore, notwithstanding anything
18 to the contrary herein, in the Indenture or in any other
19 agreement or instrument whatsoever the Issuer shall have no
20 rights whatsoever under any Letter of Credit and no obligation
21 whatsoever with respect to the legality or enforceability of any
22 Letter of Credit or with respect to the availability of moneys
23 thereunder.

24 The Issuer covenants and agrees, whenever the moneys and
25 investments in a Bond Fund (or otherwise held by the Trustee for
26 such purpose) are sufficient in amount to redeem all of the
27 outstanding Bonds of the series to which such Fund is applicable,
28 and to pay interest to accrue thereon to the date or dates of
29 such redemption, and any applicable premiums, to take and cause
30 to be taken, upon notification by the respective Borrower or the
31 Trustee, the necessary steps to redeem all of such Bonds on the
32 next succeeding redemption date or dates for which the required

1 notice of call for redemption may be given.

2 Section 8. Covenants of Issuer. In addition to other
3 covenants of the Issuer in the Bond Legislation and the
4 Indenture, the Issuer further covenants and agrees as follows:

5 (a) Payment of Bond Service Charges. The Issuer will,
6 solely from the sources herein provided, pay or cause to
7 be paid the Bond Service Charges on all Bonds on the
8 dates, at the places and in the manner provided herein
9 and in the Bonds and coupons.

10 (b) Performance of Covenants, Authority and Actions.

11 The Issuer will at all times faithfully observe and per-
12 form all agreements, covenants, undertakings, stipula-
13 tions and provisions contained in the Bond Legislation,
14 the Agreements, the Indenture and in each Bond executed,
15 authenticated and delivered under the Indenture, and in
16 all proceedings of the Issuer pertaining to the Bonds,
17 the Indenture or the Agreements. The Issuer warrants
18 and covenants that it is, and upon delivery of the Bonds
19 will be, duly authorized by the Constitution and laws of
20 the State, including particularly and without limitation
21 the Act, to issue the Bonds, to execute the Indenture,
22 the Agreements and the assignments of the Notes, and to
23 provide the security for payment of the Bond Service
24 Charges in the manner and to the extent herein and in
25 the Indenture set forth; that all actions on its part
26 for the issuance of the Bonds and execution and delivery
27 of the Indenture, the Agreements and the assignments of
28 the Notes, have been or will be duly and effectively
29 taken; and that the Bonds will be valid, binding and
30 enforceable special obligations of the Issuer according
31 to the terms thereof. Each provision of the Bond
32 Legislation, Indenture, the Agreements and Bonds is

1 binding upon each such officer of the Issuer as may from
2 time to time have the authority under law to take such
3 actions as may be necessary to perform all or any part
4 of the duties required by such provision.

5 (c) Pledged Receipts. Except as otherwise provided in
6 the Bond Legislation, Indenture and Agreements, the
7 Issuer will not make any pledge or assignment of or
8 create any lien or encumbrance upon the Construction
9 Funds, the Bond Funds or the Pledged Receipts, other
10 than the pledge and assignment thereof under the Bond
11 Legislation, Indenture and Agreements.

12 (d) Recordings and Filings. The Issuer will at the
13 expense of the Borrowers cause all necessary financing
14 statements, amendments thereto, continuation statements
15 and instruments of similar character relating to the
16 pledges and assignments made by the Issuer to secure the
17 Bonds, to be recorded or filed in such manner and in
18 such places as and to the extent required by law in
19 order to fully preserve and protect the security of the
20 holders of the Bonds and the rights of the Trustee
21 under the Indenture; and in pursuance thereof each
22 Borrower has covenanted to cause to be delivered to the
23 Trustee certain opinions of counsel, all as set forth in
24 the respective Agreement.

25 (e) Inspection of Project Books. All books and docu-
26 ments in the Issuer's possession relating to the Project
27 or to the Pledged Receipts shall at all reasonable times
28 be open to inspection by such employees, accountants or
29 other agents of the Trustee as the Trustee may from time
30 to time designate.

31 (f) Maintenance of Agreements. The Issuer shall do all
32 things and take all actions on its part necessary to

1 comply with the obligations, duties and responsibilities
2 on the part of the Issuer under the Agreements, and will
3 take all actions within its authority to maintain the
4 Agreements in effect in accordance with the terms
5 thereof and to enforce and protect the rights of the
6 Issuer thereunder, including actions at law and in
7 equity, as may be appropriate.

8 (g) Rights under Agreements. The Trustee, in its name
9 or in the name of the Issuer, may, for and on behalf of
10 the Bondholders, enforce all rights of the Issuer and
11 all obligations of the Borrowers under and pursuant to
12 the Agreements, whether or not the Issuer is in default
13 of the pursuit or enforcement of such rights and
14 obligations.

15 (h) Arbitrage Provisions. The Issuer will restrict the
16 use of the proceeds of the Bonds in such manner and to
17 such extent, if any, as may be necessary, after taking
18 into account reasonable expectations at the time the
19 Bonds are delivered to the Original Purchaser, so that
20 they will not constitute arbitrage bonds under Section
21 103(c) of the Code and the applicable regulations
22 prescribed under that section. The Clerk of the Issuing
23 Authority or any other officer having responsibility
24 with respect to the issuance of the Bonds of any series
25 is authorized and directed, alone or in conjunction with
26 any of the foregoing or with any other officer,
27 employee, consultant or agent of the Issuer, or the
28 respective Borrower, and upon receipt of indemnities
29 from such Borrower, to deliver a certificate on behalf
30 of the Issuer for inclusion in the transcript of pro-
31 ceedings for such series of Bonds, setting forth the
32 facts, estimates and circumstances and reasonable expec-

1 tations pertaining to such Section 103(c) and regula-
2 tions thereunder.

3 (i) List of Bondholders. Any Bondholder may in writing
4 addressed to the Trustee request that his name and
5 address be placed on a list of names and addresses of
6 Bondholders to be kept on file with the Trustee, which
7 request shall include a statement of the principal
8 amount of Bonds held by such holder and identifying, by
9 number and series designation, such Bonds. Neither the
10 Issuer nor the Trustee shall be under any responsibility
11 with regard to the accuracy of such list. At reasonable
12 times and under reasonable regulations established by
13 the Trustee, such list may be inspected and copied by
14 the respective Borrower, the Bank or by holders (or a
15 designated representative thereof) of twenty-five per-
16 cent or more in principal amount of Bonds of such series
17 then outstanding, such holding and the authority of any
18 such designated representative to be evidenced to the
19 satisfaction of the Trustee.

20 Section 9. Investment of Bond Fund and Construction

21 Fund Money. Moneys in any Bond Fund and any Construction Fund
22 shall be invested and reinvested by the Trustee in any Eligible
23 Investments, at the direction of the Authorized Borrower
24 Representative with respect thereto, provided that investments of
25 moneys in any Bond Fund shall mature or be redeemable at the
26 option of the Trustee at the times and in the amounts necessary
27 to provide moneys hereunder to pay the corresponding Bond
28 Service Charges as they fall due at stated maturity or by redemp-
29 tion, and that each investment of moneys in any Construction Fund
30 shall in any event mature or be redeemable at the option of the
31 Trustee at such time as may be necessary to make timely payments
32 from such Fund. Subject to any such orders with respect thereto,

1 the Trustee may from time to time sell such investments and rein-
2 vest the proceeds therefrom in Eligible Investments maturing or
3 redeemable as aforesaid. Any such investments may be purchased
4 from or sold to the Trustee or any of its affiliates. The
5 Trustee shall sell or redeem investments standing to the credit
6 of any Bond Fund to produce sufficient moneys hereunder at the
7 times required for the purposes of paying the corresponding Bond
8 Service Charges when due as aforesaid. An investment made from
9 moneys credited to any Bond Fund or Construction Fund shall
10 constitute part of that respective Fund and such respective Fund
11 shall be credited with all proceeds of sale and income or loss
12 from such investment. Each Borrower has covenanted in the
13 respective Agreement to restrict the use of the proceeds of the
14 Bonds of the corresponding series so that they will not consti-
15 tute arbitrage bonds under the Code. Any investments in any Bond
16 Fund or Construction Fund shall be valued at face amount or
17 market value, whichever is less.

18 Section 10. Authorization of Agreements, Indenture and
19 Assignments. In order to better secure the payment of the Bond
20 Service Charges as the same shall become due and payable, the
21 Executive and Clerk of the Issuing Authority are hereby
22 authorized and directed to execute, acknowledge and deliver the
23 Agreements, the Indenture and the assignments of the Notes, in
24 substantially the forms submitted to this Issuing Authority,
25 which are hereby approved, with such changes therein not incon-
26 sistent with this Bond Legislation and not substantially adverse
27 to the Issuer as may be permitted by the Act and approved by such
28 officers. The approval of such changes by such officers, and
29 that such are not substantially adverse to the Issuer, shall be
30 conclusively evidenced by the execution of any Agreement, the
31 Indenture and any such assignment by such officers.

32 The Executive and Clerk of the Issuing Authority are

1
2 each hereby separately authorized to take any and all actions and
3 to execute such financing statements, certificates and other
4 instruments that may be necessary or appropriate in the opinion
5 of Peck, Shaffer & Williams, as Bond Counsel, in order to effect
6 the issuance of the Bonds and the intent of this Bond
7 Legislation. The Clerk of the Issuing Authority, or other
8 appropriate officer of the Issuer, shall certify a true
9 transcript of all proceedings had with respect to the issuance of
10 each series of Bonds, along with such information from the
11 records of the Issuer as is necessary to determine the regularity
12 and validity of the issuance of such series.

13 This Bond Legislation shall constitute a part of the
14 Indenture as therein provided and for all purposes of the
15 Indenture, including, without limitation, application to this
16 Bond Legislation of the provisions in the Indenture relating to
17 Amendment, modification and supplementation, and provisions for
18 severability.

19
20 Section 11. Compliance with Open Door Law. It is
21 hereby determined that all formal actions of this Issuing
22 Authority relating to the adoption of this Bond Legislation were
23 taken in an open meeting of this Issuing Authority, that all
24 deliberations of this Issuing Authority and of its committees, if
25 any, which resulted in formal action, were in meetings open to
26 the public, and that all such meetings were convened, held and
27 conducted in compliance with applicable legal requirements,
28 including the Indiana Open Door Law.

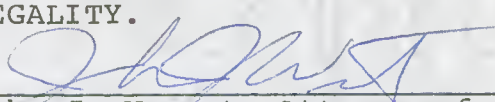
29
30 Section 12. Effective Date. This Bond Legislation
31 shall take effect and be in force immediately upon its passage
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1 and approval as provided by law.

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COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY.


John J. Wernet, Attorney for the
Fort Wayne Economic Development Commission
Dated this 18th day of March, 1983.

Read the first time in full and on motion by G. Quinta, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 3-22-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by G. Quinta, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-12-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) _____ (GENERAL) _____ (ANNEXATION) _____ (SPECIAL) _____ (APPROPRIATION) _____ ORDINANCE _____ (RESOLUTION) _____ NO. S-64-83 on the 12th day of April, 1983.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of April, 1983, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of April, 1983, at the hour of 10 o'clock 7 M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-83-03-29

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$1,090,000 PRINCIPAL AMOUNT OF
ECONOMIC DEVELOPMENT REVENUE BONDS (PARKLAKE PROFESSIONAL CENTER PROJECTS), OF THE CITY
OF FORT WAYNE, INDIANA, THE PROCEEDS OF WHICH SHALL BE LOANED TO VARIOUS BORROWERS TO
FINANCE THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF COMMERCIAL FACILITIES
LOCATED WITHIN THE CITY OF FORT WAYNE, INDIANA: PROVIDING FOR THE PLEDGE OF
REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING LOAN AGREEMENTS, ASSIGNMENTS, AND
AN INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH
REVENUES AND TO FURTHER SECURE SUCH BONDS; AND AUTHORIZING OTHER ACTIONS IN
CONNECTION WITH THE ISSUANCE OF SUCH BONDS

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

Mark E. Giaquinta

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

JANET G. BRADBURY

Janet G. Bradbury

SAMUEL J. TALARICO

Samuel J. Talarico

DONALD J. SCHMIDT

4-12-83 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

DIGEST SHEET

TITLE OF ORDINANCE Special 83-03-29

DEPARTMENT REQUESTING ORDINANCE Economic Development Commission

SYNOPSIS OF ORDINANCE An Ordinance authorizing the City of Fort Wayne
to issue its Economic Development Revenue Bonds (Parklake Professional
Center Project) and approval of final financing documents. An
Inducement Resolution for this Project was previously adopted by City
Council.

EFFECT OF PASSAGE Permanent financing of the facilities.

EFFECT OF NON-PASSAGE None of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) None.

ASSIGNED TO COMMITTEE (PRESIDENT) _____